



C-09-042

Contract # **5053**  
(obtain from City Clerk)

## CONTRACT REVIEW/APPROVAL ROUTING FORM

### INSTRUCTIONS:

#### 1. First time original contracts

- Contact City Clerk's Office for Contract Number
- One copy of the Contract Routing Form
- Two original contract documents

#### 2. Amendments/Change Orders

- Contact City Clerk's Office for a NEW Contract Number
- One copy of the Contract Routing Form
- Two original amendments/change orders
- One copy of the original contract

**FILED**  
FEB 03 2009  
CITY CLERK  
CITY OF SHORELINE

### CONTRACT DESCRIPTION

<b>Originator:</b>	Lynn Cheeney	<b>Routed by:</b>	Sheryle Harp
<b>Department/Division:</b>	PRCS - Recreation Division	<b>Date:</b>	November 18, 2008
<b>Type of Contract:</b>	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other <input type="checkbox"/> (GR) Grants <input checked="" type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
<b>CONTRACT TITLE:</b>			
<b>Brief Description of Services:</b>			
<b>Contract Modification:</b> Has the original contract boilerplate language been modified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, list which sections have been modified:			
<b>Bid/RFP Number:</b>			
<b>Name of Consultant/Contractor:</b> Shoreline-Lake Forest Part Arts Council			
<b>Effective Date:</b> January 1 <sup>st</sup> , 2009		<b>Termination Date:</b> December 31 <sup>st</sup> , 2009	

### Total Amount of Contract (including reimbursable expenses):

Org Key - Obj Number:	2411042-5495	Amount:	\$66,124.00	J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	

**Budget:** Are there sufficient funds in the current budget to cover this contract? ☒ Yes ☐ No

If no, where are the additional funds coming from?

**Payment Terms** (monthly installments, progress payments, etc.): Within 30-days of receipt of payment voucher.

**Remarks:**

### SIGNATURE ROUTING

<input checked="" type="checkbox"/> 1. Project Manager/Director <i>Lynn Cheeney 12/16/08</i>	<input checked="" type="checkbox"/> 6. City Council approval (if required) <i>1/12/09</i>
<input checked="" type="checkbox"/> 2. Risk Management/Budget <i>1/12/09</i>	<input checked="" type="checkbox"/> 7. City Manager <i>1/12/09</i>
<input checked="" type="checkbox"/> 3. City Attorney <i>1/14/09</i>	<input checked="" type="checkbox"/> 8. City Clerk <i>1/14/09</i>
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input checked="" type="checkbox"/> 9. Originating Department
<input checked="" type="checkbox"/> 5. Department Director	

### PRIOR TO EXECUTION - MUST BE ATTACHED

#### For Public/Small Works Contracts:

- ☐ Contractor Responsibility Form ☐ W-9 Form  
☐ Contract Bond/In Lieu of Form  
☐ Certificate of Insurance

#### For Service Contracts:

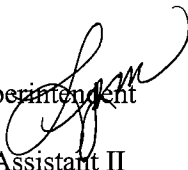
- ☒ Certificate of Insurance  
☒ W-9 Form



## Memorandum

**DATE:** January 23<sup>rd</sup>, 2009

**TO:** Robert L. Olander

**FROM:** Lynn Cheeney, Recreation Superintendent 

**VIA:** Sheryle Harp, Administrative Assistant II

**RE:** 2009 Agreement for Services with Shoreline-Lake Forest Park Arts Council

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**Consultant Name and Project:**

Agreement with the City and Shoreline-Lake Forest Park Arts Council for services of consultant to provide educational and cultural services for its citizens.

**Scope of Services:**

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

**Selection Process:**

Shoreline-Lake Forest Park Arts Council was selected as a service contract vendor, in accordance with the City's purchasing policies.

**Financial Impact:**

The contract amount for the work is not to exceed \$66,124.00. There is sufficient money within the current budget to cover this cost.

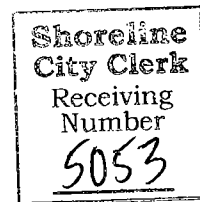
**Council Review:**

City Council reviewed and approved this agreement contract on January 12<sup>th</sup>, 2009.

The Contract is attached for your signature.

**Schedule:**

Work is expected to begin upon execution of this contract. Work is estimated to be completed by midnight on December 31<sup>st</sup>, 2009.



Contract No. 5053

Brief Description: Shoreline-Lake Forest Park Arts Council

## **CITY OF SHORELINE AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Shoreline-Lake Forest Park Arts Council, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide educational and cultural services for its citizens; and

WHEREAS, the City has selected Shoreline-Lake Forest Park Arts Council to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

### **1. Scope of Services to be Performed by the Consultant.**

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

### **2. Compensation.**

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$66,124.00, including all fees and reimbursable expenses.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

### **3. Term.**

- A. The term of this Agreement shall commence January 1<sup>st</sup> 2009 and end at midnight on the 31<sup>st</sup> day of December, 2009.

### **4. Termination.**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

**5. Ownership of Documents.**

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

**6. Independent Contractor Relationship.**

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

**7. Hold Harmless.**

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **8. Insurance.**

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

#### **9. Delays.**

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

#### **10. Successors and Assigns.**

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

#### **11. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

**12. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17544 Midvale Avenue N.  
Shoreline, WA 98133-4921  
(206) 801-2700

Consultant Name: Nancy Frey  
Name of Firm: Executive Director  
Address: PO Box 55354 18560 1<sup>st</sup> Ave NE  
Address: Shoreline, WA 98155 KC  
Phone Number: (206) 417-4645

**13. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**14. General Administration and Management.**

The City's contract manager shall be (name and title): Lynn M. Cheeney, Recreation Superintendent.

**15. Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**16. Entire Agreement.**

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

**CITY OF SHORELINE**

By: Robert L. Olander  
Name: Robert L. Olander  
Title: City Manager

Date: 01/20/09

**CONSULTANT**

By: Nancy Frey  
Name: Nancy Frey  
Title: Executive Director

Date: 1/20/09

Approved as to form:

By: Flannery P. Collins  
Flannery P. Collins  
Assistant City Attorney

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

**EXHIBIT A**  
**CITY OF SHORELINE**  
**SCOPE OF WORK AND COMPENSATION**

17544 Midvale Ave., N., Shoreline, WA 98133  
(206) 546-1700 ♦ Fax (206) 546-7870

**Shoreline-Lake Forest Park Arts Council**

1. The Shoreline-Lake Forest Park Arts Council agrees to provide the following cultural programs and community outreach for the city of Shoreline citizens:

***Shoreline Arts Festival***

Two-day summer event presenting a wide variety of arts for all ages, including visual, performing, cultural and literary event, activities, exhibits, and programs.

***Concerts/Performances in the Parks***

Evening summer concerts/performances in Shoreline parks.

***Arts in Culture Series***

Adult/family series featuring a minimum of four different performances events during the fall, winter and spring.

***Children's Series***

Children's/family series featuring a minimum of three different performance events during the winter and spring.

***Community Outreach***

Includes responding to and working with a variety of community organizations on arts related projects.

2. The Shoreline Lake Forest Park Arts Council agrees to contract with performers of the City's choosing for the following City events:

***Celebrate Shoreline***

One performance at the City's Celebrate Shoreline festival.

***Hamlin Haunt***

One evening performance at the City's Hamlin Haunt Halloween event.

3. The Shoreline Lake Forest Park Arts Council agrees to comply with all City regulations.
4. Identify the city of Shoreline as the primary "co-sponsor" of these program, defined as follows:

- A. For all printed program promotional materials, appropriately list the words, "with support from the City of Shoreline." Separate listing will include City logo and standard phrasing. Printed program promotional materials shall include, but not limited to, posters, signs, flyers, newsletter listing, media advertising, etc. The City recognizes that publications of articles may be subject to edits by the new media, but that the Shoreline-Lake Forest Park Arts Council will make every attempt to acknowledge the City by name.
  - B. Inclusion, when appropriate, of the City's name in City-funded programs in Public Service Announcements, and any other non-print media.
  - C. Display of City's identification banner at outdoor events and easel and signage for use at indoor events.
- 5. In an effort to increase program publicity, Shoreline Lake Forest Park Arts Council Executive Director will provide information and photos on upcoming activities for submittal in the PRCS Recreation Guide. PRCS staff will notify Executive Director well in advance of deadlines. The Arts Council agrees to allow the City of Shoreline the use of the Showmobile for City sponsored events. The City agrees to provide in-kind labor from the Parks, Recreation and Cultural Services Department to assist with the transportation, set-up and take down of the Showmobile for Arts Council events in the City of Shoreline.
- 6. Total compensation shall be \$66,124 payable in four equal payments. Bill Voucher (Exhibit B) shall be submitted each quarter. Requests are to be submitted at the end of March, June, September and November. A completed Program Attendance Form (Exhibit D) must accompany each Billing Voucher. A Taxpayer Identification Number (Exhibit C) must be submitted prior to any requests for funds.



**EXHIBIT B  
CITY OF SHORELINE  
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 801-2700 ♦ Fax (206) 546-2200

Contract No. \_\_\_\_\_

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Invoice No.:** \_\_\_\_\_ **Invoice Date:** \_\_\_\_\_

**Amount of Invoice \$** \_\_\_\_\_

Contract Expiration Date: \_\_\_\_\_ Current Invoice Period: \_\_\_\_\_

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

**BUDGET SUMMARY:**

Total Contract Amount, \$ \_\_\_\_\_

(Including amendments)

Previously Billed

\$ \_\_\_\_\_

Current Invoice Request

\$ \_\_\_\_\_

Total Payments Requested to date \$ \_\_\_\_\_

Contract Balance Remaining \$ \_\_\_\_\_

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

\_\_\_\_\_  
Consultant Signature

*For Department Use Only*

Approved for Payment:

\_\_\_\_\_  
City of Shoreline

Date: \_\_\_\_\_



Parks, Recreation and Cultural Services

**PROGRESS  
REPORT**

**EXHIBIT D  
PROGRAM ATTENDANCE**

The purpose of this report is to provide the City of Shoreline with the numbers of Shoreline residents who are benefiting from these services.

1 Contract #: \_\_\_\_\_ Program Title: \_\_\_\_\_ Date: \_\_\_\_\_

**2 PROGRAM ATTENDANCE**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Year to Date	Goal
Total Attendance														
Number of Shoreline Residents in Attendance														

PROGRAM EVALUATION: Please include any comments or observations regarding audience or program participants served.